

10-18-2001



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): OS MANAGEMENT, INC. 10-96
Individual(s) Association General Partnership Limited Partnership
[X] Corporation-State Florida
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: OUTBACK CATERING, INC.
Internal Address: 2202 N. Westshore Blvd. 5th FL
Street Address:
City: Tampa State: FL Zip: 33607
Individual(s) citizenship Association General Partnership Limited Partnership Florida
[X] Corporation-State
Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
[X] Assignment Merger Security Agreement Change of Name
Other
Execution Date: 08/28/01

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2483439
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Kelly M. Braun, Corporate Counsel
Internal Address: 5th Floor
Street Address: 2202 N. Westshore Blvd.
City: Tampa State: FL Zip: 33607

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41): \$ 40.00
[X] Enclosed
Authorized to be charged to deposit account
8. Deposit account number: N/A
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Joseph J. Kadow, Vice President
Name of Person Signing Signature Date 9/21/01

Total number of pages including cover sheet, attachments, and document 3

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 2384 FRAME: 0964

## **AGREEMENT FOR ASSIGNMENT OF TRADEMARK**

THIS AGREEMENT FOR ASSIGNMENT OF TRADEMARK ("Agreement") is entered into as of this 28th day of August, 2001, by and between OS MANAGMENT, INC. (hereinafter "Assignor"), a Florida corporation and wholly-owned subsidiary of Outback Steakhouse, Inc. ("OSI"), and OUTBACK CATERING, INC. (hereinafter the "Assignee"), a Florida corporation and wholly-owned subsidiary of OSI.

WHEREAS, Assignor is the owner of all right, title and interest in and to the service mark "OUTBACK STEAKHOUSE OUTPOST®" registered in the United States Patent and Trademark Office, registration number 2483439 (hereinafter the "Trademark"); and

WHEREAS, in order to perform its business, the Assignee desires to acquire the Trademark and the registration and goodwill thereof and the Assignor desires to assign the Trademark and the registration and goodwill thereof to the Assignee.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the above recitals are true and correct and are incorporated herein by reference.
2. Assignment of Marks. Assignor does hereby assign unto Assignee the Trademark, including all United States rights, title and interest in and to the Trademark together with the goodwill of the business symbolized by the mark, and the United States Trademark registration thereof.
3. Further Assurances. The parties hereto agree to take any and all reasonable actions necessary to fulfill the intent of this Agreement, including but not limited to the execution and filing of one or more Applications for Transfer of the Trademark with the United States Patent and Trademark Office.
4. Waiver; Modification. No change or modification of this Agreement shall be valid or binding on the parties hereto, nor shall any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver shall be in writing and signed by the parties hereto.
5. Successors and Assigns. Except as provided to the contrary herein, all the provisions hereof shall bind and inure to the benefit of the parties hereto and their successors and assigns.
6. Severability. In the event any provision or portion of this Agreement shall be declared invalid by any court of competent jurisdiction, said declaration shall have no effect upon the remaining provisions of this Agreement, all of which shall remain in full force and effect and shall constitute the complete understanding of the parties.
7. Applicable Law. The validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida.
8. Jurisdiction. Each party hereto agrees to submit to the personal jurisdiction and venue of the state and federal courts in the State of Florida, in the judicial circuit where the Assignor has its principal office, for resolution of all disputes and causes of action arising out of this Agreement, and each party hereby waives all questions of personal jurisdiction and venue of such courts, including, without

limitation, the claim or defense therein that such courts constitute an inconvenient forum.

9. Paragraph Headings. The paragraph headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of intent of this Agreement or in any way affect this Agreement.

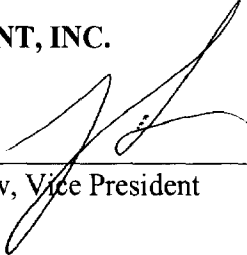
10. Singulars and Plurals. Where required to conform to common English usage and to permit a consistent, reasonable construction of this Agreement, words appearing in the singular shall be deemed to be in the plural, words in the plural shall be deemed to be in the singular, and subjects and verbs shall be deemed to agree with each other in the proper sense.

11. Prior Agreements Superseded. This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or agreement between them respecting the subject matter hereof. There are no representations, arrangements, understandings or agreements, oral or written, between the parties hereto relating to the subject matter of this Agreement, except those fully expressed herein.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized corporate officers, all as of the day and year first above written.

**"ASSIGNOR"**

**OS MANAGEMENT, INC.**

By:   
Joseph J. Kadow, Vice President

**"ASSIGNEE"**

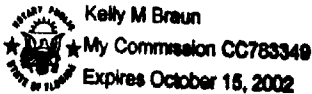
**OUTBACK CATERING, INC.**

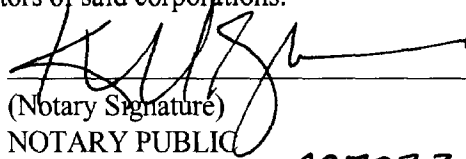
By:   
Joseph J. Kadow, Vice President

STATE OF FLORIDA )  
 ) ss  
COUNTY OF HILLSBOROUGH )

On this 21<sup>st</sup> day of September, 2001, before me, personally came JOSEPH J. KADOW, who is personally known to me, and being first duly sworn, did depose and say that he executed the foregoing on behalf of said corporations by order of the Board of Directors of said corporations.

(NOTARY SEAL)



  
(Notary Signature)  
NOTARY PUBLIC  
Commission No. CC783349